



UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

**PROPOSAL FOR THE PROVISION OF SECURITY SERVICES FOR UMDONI MUNICIPALITY FOR
A PERIOD OF 36 MONTHS (3 YEARS)**

BIDNU: 05-2026

MN 340/2025

NAME & ADDRESS OF BIDDER

Name: _____

Tel: _____

Address: _____

Fax: _____

Cell: _____

E-mail: _____

Postal code: _____

Amount:



UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

INVITATION TO TENDER

APPOINTMENT OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES/PROJECTS;

BID NU & MN	PROJECT	TECHNICAL ISSUES	Minimum points	Validity Period	START DATE	CLOSING DATE
05/2026 MN340/2025	PROPOSAL FOR THE PROVISION OF SECURITY SERVICES FOR UMDONI MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS)	Mr S Cele: Chief Superintendent – Traffic Email: Sbusisoc@umdoni.gov.za Tell: 079 309 9175 SCM ISSUES Mr D Nyathi: SCM Manager Email: davidn@umdoni.gov.za Tell: 039 976 1202	70%	120 days	19-11-2025	19-12-2025 At 12:00 pm
06/2026 MN341/2025	APPOINTMENT OF SERVICE PROVIDER TO LEASE MULTI-FUNCTIONAL OFFICE AUTOMATION FOR THE PERIOD OF THREE YEARS	Mr K Mohlolonyane: CS - GM Email: khongim@umdoni.gov.za Tell: 039 976 1202 SCM ISSUES Mr D Nyathi: SCM Manager Email: davidn@umdoni.gov.za Tell: 039 976 1202	60%	120 days	19-11-2025	03-12-2025 At 12:00 pm
07/2026 MN342/2025	PROPOSAL FOR A QUALIFI SERVICE PROVIER FOR THE SUPPLY AND DELIVER OF NEW TYRES, TYRE PUNCHER REPAIR AND BATTERY REPLACEMENT FOR UMDONI MUNICIPALITY FLEET FOR A PERIOD OF THREE YEARS.	Mr T CELE: FLEET - MANAGER Email: thulac@umdoni.gov.za Tell: 039 976 1202 SCM ISSUES Mr D Nyathi: SCM Manager Email: davidn@umdoni.gov.za Tell: 039 976 1202	60%	120 days	19-11-2025	03-12-2025 At 12:00 pm

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.

CC

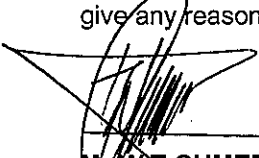
Tender documents will be available in the Etender Publication Portal which can be obtained through the following website: www.etenders.gov.za from the 19 **DECEMBER 2025**.

RVE

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000).

Bid documents, clearly marked with bid name and bid number must be deposited in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after closing date. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

The Umdoni Municipality does not bind itself to accept the lowest, or any bid, either wholly or in part or give any reason for such action.



M. W. T. GUMELE

Acting MUNICIPAL MANAGER



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

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Mr W T GUMEDE
Acting MUNICIPAL MANAGER



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

EXPERIENCE

NAME OF CLIENT, CONTACT PERSON & CONTACT NUMBER	RELEVANT EXPERIENCE	VALUE OF ORDERS SUPPLIED	DATES / YEARS

Date: _____ Signature: _____

Print Name: _____



PROPOSAL FOR THE PROVISION OF SECURITY SERVICES FOR UMDONI MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS)

1. PURPOSE

The purpose of this tender is to appoint a suitably qualified and experienced service provider to render comprehensive 24 hour **security services** to Umdoni Local Municipality for a period of **thirty-six (36) months**.

The appointed service provider will be responsible for safeguarding municipal buildings, facilities, and assets, ensuring the safety of staff, visitors, and members of the public, and maintaining a secure environment across all municipal sites. This includes, but is not limited to, access control, patrol services, incident response, and monitoring of municipal premises.

2. BACKGROUND

2.1 LEGISLATIVE AND REGULATORY FRAMEWORKS

The following Acts, Policies, and Procedures must be complied:

- a. Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001)
- b. Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985)
- c. The Protection of Information Act, 1982 (Act No. 84 of 1982)
- d. The Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- e. Municipal Finance Management Act, (No. 56 of 2003)
- f. Minimum Information Security Standards (MISS)
- g. Minimum Physical Security Standards (MPSS)

3. SCOPE OF WORK

The appointed service provider will be required to provide the following services:

- 24 Hour Security Guarding services on all identified sites

3. SCOPE OF WORK

The appointed service provider will be required to provide the following services:

- 24 Hour Security Guarding services on all identified sites
- **Access control** at municipal buildings and facilities.
- **Patrol services** (foot and/or vehicle-based) at specified locations.
- **Monitoring and reporting** of security incidents.
- **Protection of municipal assets**, staff, and members of the public.
- **Emergency response** and coordination with law enforcement when necessary.
- **Security presence during municipal events and public gatherings**, as required.
- **Ad hoc Close Protection Services** as and when the needs arises

4. SITES TO BE COVERED

- Security services will be required at, but not limited to, the following municipal sites:
- Municipal Head Office
- Satellite Offices
- Libraries
- Community facilities (Halls, Skills Centres/ Sport Facilities, etc.)
- Depots and Workshops
- Waste Management Facilities
- Beach & Campsite Facilities
- Any other municipal facility as may be identified during the contract period

5. MINIMUM REQUIREMENTS FOR SERVICE PROVIDERS

- Must be registered with the Private Security Industry Regulatory Authority (PSIRA).
- Must have a valid PSIRA Grade A registration for management and Grade C or higher for guards.
- Must have a minimum of 3 years' experience in providing similar services to public sector institutions.
- Must provide proof of compliance with labour legislation, including UIF, COIDA, and Employment Equity.
- Must have adequate insurance cover for public liability and employee compensation.
- Must demonstrate capacity to deploy trained personnel and manage operations effectively.

6. PERSONNEL REQUIREMENTS

Security personnel must be:

- PSIRA registered and certified.
- Properly uniformed and identifiable.
- Equipped with communication tools (e.g., radios or cellphones).
- Trained in basic first aid, fire safety, and conflict resolution.
- Supervisors must be available for regular site inspections and incident management.

6.1.1 DETAILED REQUIREMENTS

ITEM No	DESCRIPTION
6.1	Private Security Industry Regulatory Association
6.1.1	The bidder must be registered in terms of the Private Security Industry Regulatory Act 56 2001. Proof thereof a valid copy of registration must be attached to bid.
6.1.2	All Security Officers that the bidder supplies to render service must be registered in terms of the Private Security Officers in terms of Private Security Industry Regulatory (Act 56 of 2001)
6.1.3	A copy of the registration certificates in respect of all the Security Officers must be supplied to General Manager Community Services Umdoni Municipality within 7 days' commencement of service.
6.2	Security Officers
6.2.1	The bidder shall ensure the continuity of service to the rendered allocate specific sites according to the posting sheet.
6.2.2	Exchange of any security personnel may only be executed with prior consent of the General Manager: Community Services
6.3	Security Officer's Training
6.3.1	Security Officers supplied to must be trained in accordance with the PSIRA and SASSETA standards at a PSIRA accredited centres. The Security Officers must understand and be able to implement the Control of Public Premises and Vehicle Act No 53 of 1985
6.4	Supervision of Emergency Assistance
6.4.1	Upon appointment the bidder must establish a equipped control room in the Scottburgh area within 7 Days of appointment. The control room must be accessible during emergency situations
6.4.2	The bidder must furnish details of the equipment that is available at the control room. NB! Umdoni Municipality holds the right to inspect such control room at any point during the contract.
6.4.3	The bidder must have a site Manager assigned with a vehicle.
6.4.4	Laptop with internet connectivity, cell phone available 24 hours
6.4.5	For communication

ITEM No	DESCRIPTION
6.5	Minimum wages
6.5.1	It is expected that the bidder shall pay his/her employees at least the minimum wage monthly basic wage as prescribed by the Collective Agreement with the National Bargaining Council for the Private Security Sector. The wages must be in line with the grades which the security officers have acquired at the time of deployment at the Umdoni Municipality.
6.5.2	The bidder is expected be financially stable and be able to afford minimum salaries of it's employees. NB! Bank Rating letter to be provided – Minimum Grade C
6.6	Assumption of Duties
6.6.1	Bidder must be in position to assume duty as per the effective date of the Service level agreement.
6.7	Price escalation fees
6.7.1	Escalation fees are to be requested in writing by the bidder within one month of publication on the Gazette by the Department of Employment and Labour
6.8	Provision of personnel in emergency situations
6.8.1	Bidders must have a contingency plan that enables provisions of reasonable number of security officers on sites during emergency situations
6.9	Security Services
6.9.1	The bidder undertakes to provide high standard of service based on the ULM Standard Operating Procedure
6.9.2	The bidder must ensure that their officers are always presentable and the dressed in line with the corporation environment All possible steps shall be taken by the contractor to ensure that the contract execution of this agreement will take place. These steps include inter alia the following: - a.) The protection of state official injury, death or any other offences, including offences referred to in Schedule 1 offence of the Criminal Procedure Act, 1977 (Act 51 of 1977) - b.) The protection of state property at thee intended sites and the protection of said property against damage, vandalism, or theft. - c.) The protection of information; and - d.) Ensure that there is no interruption of Umdoni Municipality business process. - e.) Service Provider must ensure that they provide all necessary registers for signing and in an out of all persons entering the premises of Umdoni Municipality - f.) Service Provider shall provide firearm safes and registers for firearms since Umdoni Municipality doesn't allow firearms inside the premises - g.) Service provider to provide Identity tags to indicate visitor for visitors since this ensure safety is not compromised - h.) Service provider to have working scanners at all premises where public and staff enter.
6.10	Site Manager
	The site manager should possess the following qualifications:

ITEM No	DESCRIPTION
	. Grade 12 . Grade A PSIRA . Valid minimum code B driver license . National Key Point Certification . Supervisory skills/training . First Aid Training Level 1 . Administrative skills . At least three years' experience as a site manager . Good report writing skills . Good site management skills . Good Communication skills (read and write) . SAPS 69i Fingerprints clearance
6.11	Supervisors
	. Supervisors should possess the following qualifications . Grade 12 . PSIRA Grade B . Supervisory skills training . First Aid Level 1 . Computer skills . At least two years' experience as supervisor . Good communication skills . SAPS 69i fingerprints clearance
6.12	Security officer
	. Grade 12 . PSIRA Grade C . Firearm competency (for sites that require firearms) . At least two years' experience . Good communication skills (Reading and writing) . National key point (SITA site)
6.13	Operational Manager
	. Grade 12 . Grade A . National Key Point certification . Supervisory skills /training . First Aid Training Level 2 . Administrative skills . At least 5 years' experience as site manager . Good report writing skills . Good site management skills . Good communications skills (Reading and writing) . Computer literacy . SAPS 69i fingerprints clearance

ITEM No	DESCRIPTION
	Umdoni Municipality holds the right to screen and interview Security officers supplied to render services within seven days after commencement of contract. The service provider will be required to replace any officer that do not meeting the criteria expected by Umdoni Municipality. Once service provider appointed will be expected to furnish Umdoni Municipality with copies of the following . Identity document . PSIRA . Grade 12 . First Aid level 1 . SAPS 69i Fingerprints clearance For all security officer and roster of how they have been rostered according to the sites they will be posted at.
6.14	The bidder must submit a recent SAPS 69i fingerprints clearance of all personnel within 14 days of commencement of contract.
6.15	Security officers performing duties at the reception counters must be computer literate and posse's basic computer skills
6.16	Security screening and oath of secrecy
6.16.1	Directors of the service provider shall be subjected to a security screening process prior to the commencement of the contract.
6.16.2	All security personnel and everyone involved in the will be subjected to security screening by Umdoni Municipality. Umdoni Municipality reserves the right to rescreen service provider's personnel as and when the need arises.
6.16.3	All directors of shall sign a Declaration of secrecy upon commencement of the contract
6.16.4	The Site manager, Supervisor and all Security officers shall be required to sign and undertaking in which they declare refrain from any action which might bring Umdoni Municipality into disrepute.
6.17	General requirements for security personnel
6.17.1	The following general requirements apply
6.17.2	At all times Security Officers must present an acceptable image and appearance which implies inter alia that they may not sit, lounge about read newspapers, smoke, eat or drink while attending to clients of Umdoni Municipality or members of the public.
6.17.3	The Site Manager, Supervisor and Security Officers must at all times present a dedicated attitude, implying inter alia that shall be no unnecessary arguments with visitors or staff with the premises that they will be performing duties
6.17.4	The Site Manager, Supervisor and Security officer must be physically fit and healthy to execute their duties.
6.17.5	Umdoni Municipality retains the right to ascertain from PSIRA as to whether their Site Manager, Supervisors, and Security Officers are in good standing.
6.18	Uniforms, identifications and documents
6.18.1	The service provider shall ensure at the commencement of the contract, all security officers are deployed in full uniform. The uniform for security officers shall be as corporate and shall include that summer and winter. The contractor shall ensure that each member of his/her security personnel is always when

ITEM No	DESCRIPTION
	on duty fully equipped in respect of: A neat and clearly identifiable uniform of the company, which will include matching rainsuits, umbrellas overcoat gloves and appropriate head gear for cold and hot weather. Uniform must also be clearly marked with the company name and logo with the staff member staff appointment card to be always worn on a clearly visible place. A file with certified copies of Training Certificate, PRISA registration Identity documents SAPS 69i fingerprints clearance shall be handed over to Umdoni Municipality for record purposes of all security personnel. Alternatively The valid identification card issued by PSIRA shall be worn by security officers. Bidders must keep proper file as well as appropriate documents of all security personnel who are employed for rendering services for Umdoni Municipality This document must be available for inspection by representative of Umdoni Municipality. The appropriate documents shall include the following: Academic qualifications, Training certificates, and medical certificates
6.19	Registers to be utilized and maintained
6.19.1	The service provider will be required to utilize Occurrence Book/Register and Access Control Register Forms; Firearm registers shall be made available on site.
6.19.2	Occurrence Book/Register-The purpose of this register is to record all incidents, occurrence, or observation made by the Security Officers whilst on duty for later reference.
6.19.3	Compulsory Entries: Entries All listed routine procedure such as patrols undertaken, handing over of shifts etc. mentioning the procedures followed by whom and the time commencement. These entries must all be legible in black ink.
6.19.4	Occurrence/events however important slight or unusual with reference to the correct time and relevant actions taken.
6.19.5	All security personnel activities especially deviations in respect of duty list indicating particulars of the personnel and relevant times.
6.19.6	The issues and/or receipt of keys indicating the time and by whom they were received and delivered.
6.19.7	The locking/unlocking of doors/gates, indicating the time, date and by whom.
6.19.8	The handing over of shifts must be recorded including, names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing over must sign the entries.
6.19.9	Occurrence Book/Register. After handing of the shifts the person who has come on shift must make an entry that he/she has read the occurrence register to acquaint himself/herself with events that occurred during the previous shifts.
6.19.10	Records all sites visit by Supervisors and management: These entries must be made in red ink.
6.19.11	Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out with a single line and initialled at the side.

ITEM No	DESCRIPTION
6.20	Shift Rosters
6.20.1	The purpose of the shift roster is to serve as proof at all reasonable times personnel be on duty per shift are indeed present.
6.20.2	Daily, weekly monthly shift roster of all security personnel must be drawn up by the service provider and kept on all sites.
6.20.3	Any changes to the shift roster shall be crossed with a single line, initialled and dated and noted in the occurrence register.
6.20.4	The purpose of duty sheet is ensured that all security personnel on duty are familiar with their duties as required for the contract.
6.20.5	The bidder will be expected to provide a duty sheet for each customer contact point.
6.21	Two-way radios
6.21.1	The purpose of two-way radio communication is to ensure that there is immediate communication between the various duty points on the site, Umdoni Municipality's security control room and the service provider's control room.
6.21.2	The base radio to be installed by the service provider at static duty point for better communication between the sites and the service provider's control room.
6.22	Contact with the Municipality Representative
6.22.1	The bidder is required to be available for any meetings that may be arranged by Municipality
6.22.2	The bidder will be expected to submit in periodic operational site reports to Umdoni Municipality.
6.23	Maximum shifts hours
6.23.1	Shifts are to be limited to twelve (12) hours per security officer
6.24	Labour unrest incidents
6.24.1	Contingency Plans must be made available on how the bidder will ensure non interruption of business processes due to labour unrest i.e labour disputes, civilian disorder, a local or national disaster or any other cause beyond the control of the service provider. Such must be agreed upon between the parties before implementation.
6.25	General
6.25.1	The service provider's personnel must always refrain from littering and keep the grounds/building/work area occupied by them clean hygienic and neat. Under no circumstances will any security personnel be allowed to trade on the premises. The service provider shall not erect or display any signs, painted matter, paintings, name plates, advertisement and article or object of any nature whatsoever, in or against the Umdoni Municipality's buildings or sites or any part thereof without written consent. The service provider shall not publicly display at any articles or object which might be regarded as objectionable or undesirable. Any sign printed matter, painting, names plates, advertisements article or object displayed without written consent, or which is regarded as objectionable or undesirable for the cost of removable.

ITEM No	DESCRIPTION

6.2 Security Officer (Grade C)

- 6.2.1 Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) and UMDONI LOCAL MUNICIPALITY Standard Operating Procedures on Access Control.
- 6.2.2 The Security Officers shall be responsible for the protection of Municipal property on the site and the protection of the said property against theft, and vandalism.
- 6.2.3 The protection of the Municipal Officials against any injuries and threat of any offences, including offences referred to in Schule 1 of Criminal Procedure Act (51 of 1977)
- 6.2.4 Protect municipal information against any espionage or leaking to unauthorized individuals.
- 6.2.5 Control or report on the movement of persons or vehicles through checkpoints or gates.
- 6.2.6 Patrol the premises and the offices of Umdoni Local Municipality
- 6.2.7 React to emergency situations
- 6.2.8 Ensure that security registers are kept neat and up to date at all times.
- 6.2.9 Escort employees who carry valuable assets between the buildings and to their parking areas.
- 6.2.10 Ensure that Security Officers are always in uniform and safety display their PRISA Registration cards or access cards.
- 6.2.11 Keep and Update Occurrence Book and submit to supervisor daily
- 6.2.12 Hourly patrols of entire premises recorded on OB Book
- 6.2.13 Understand the need and expectations of the secondary client (e.g visitors and primary client e.g Umdoni Municipality.
- 6.2.14 Understand the principles of Batho Phele and apply them whilst on duty.

6.3 Supervisors (Grade B)

- 6.3.1 Take overall responsibility of the shift.
- 6.3.2 Ensure that Security Officers are posted accordingly.
- 6.3.3 Ensure that the site is covered and if not report to the control room immediately.
- 6.3.4 Report any security breaches to the relevant Authorities (SAPS) and Site Manager
- 6.3.5 Ensure that Security personnel present themselves well to the staff members and to the general public
- 6.3.6 Draft Shift Roster for the sites.
- 6.3.7 Ensure that security registers are kept neat and up to date at all times.
- 6.3.8 Ensure that security equipment is in good working condition
- 6.3.9 Conduct parades every morning and afternoon
- 6.3.10 Act as an emergency officer during emergency situations until the arrival of the Umdoni Local Municipality Officials.
 - a. Weekly with his/her supervisors

b. Monthly meetings with the contractor's security personnel

- 6.3.11 Ensure that the security personnel understand the need and expectations of the secondary client (e.g visitors and primary client e.g Municipal employees of Municipality.
- 6.3.12 Monitoring of hourly patrols and ensuring record keeping
- 6.3.13 Ensure that all security officers understand the principles of Batho Pele and apply them whilst on duty.
- 6.3.14 Monitor and advise Security Officers on duty at the reception areas regarding the service level agreement

6.4 Site Manager

- 6.4.1 Oversee all security activities performed by his/her security personnel
- 6.4.2 Handle all problems experienced by the service providers security personnel on site
- 6.4.3 Attend all problems regarding remuneration, training requirements, family problems of security officers
- 6.4.4 Ensure that all security equipment required on site e.g: two way radios, ammunition, firearms etc. is available
- 6.4.5 Be involved in any security operational projects and manage special events from the contractors perspective
- 6.4.6 Advise SAPS and Umdoni Local Municipality: General Manager Community Services of any security breaches
- 6.4.7 Take initiative for the improvement of security in general
- 6.4.8 Liaise with the official responsible for guarding services and where applicable with Senior Security Officer on duty.
- 6.4.9 Ensure that parade is conducted daily at 06H00 and 18H00.
- 6.4.10 Ensure that Security Officers understand how to handle an emergency situation.
- 6.4.11 Ensure that registers are clean, neat and up to date at all times
- 6.4.12 Ensure safety of employees within the buildings.
- 6.4.13 Ensure that security officers are always in uniform and safely display their PSIRA Registration cards or access cards
- 6.4.14 **Holding Monitoring & Evaluation Meetings**
 - a. Weekly with his/her supervisors
 - b. Fortnight with Umdoni Municipality General Manager: Community Services on physical security operations
 - c. Monthly meetings with the contractors security personnel.
- 6.4.15 Ensure that the security personnel understand the need and expectations of the secondary client (e.g Visitors or general public) and that of primary client (eg. Umdoni Local Municipality)
- 6.4.16 Ensure that all Security Officers understand the principles of Batho Pele and apply them whilst on duty.
- 6.4.17 Monitor and advise Security Officers on duty at the reception areas regarding the service level agreement.

7. OPERATIONAL DUTIES

Item no	Description	Day	Night
7.1	Main Office	2 Grade D 1 Grade C	2 Grade C
7.2	Main Office (Weekends & Public Holidays)	1 Grade D 1 Grade C	2 Grade C
7.3	Licensing office MVL	1 Grade C	1 Grade C
7.4	Renishaw Workshop (Offices, Parks & Gardens Offices & Mechanical Workshop)	1 Grade D 1 Grade C	2 Grade C
7.5	Scottburgh Beach	2 Grade D	2 Grade D
7.6	Park Rynie Campsite	2 Grade D	2 Grade D
7.7	Umzinto Test Center	2 Grade C	2 Grade C
7.8	Umzinto Municipal offices	1 Grade D	1 Grade C
7.9	Umzinto Town hall	1 Grade D	1 Grade D
7.10	Pennington offices	1 Grade D	1 Grade D
7.11	Park Rynie Planning	2 Grade D	2 Grade D
7.12	Malangeni MPCC	1 Grade D	1 Grade D
7.13	Park Rynie Depot	1 Grade D	1 Grade C
7.14	Malangeni skills center	1 Grade D	1 Grade D
7.15	Malangeni Library	1 Grade D	1 Grade D
7.16	Sezela Library	1 Grade D	1 Grade D
7.17	Amahlongwa Hall	0	1 Grade D
7.18	Vulamehlo offices	1 Grade D	1 Grade D
7.19	Ifafa Library	1 Grade D	1 Grade D
7.20	Umzinto Library	1 Grade D	1 Grade D
7.21	Scottburgh Library	1 Grade D	1 Grade D
7.22	Shayamoya Library	1 Grade D	1 Grade D
7.23	Renishaw Depot	1 Grade D	2 Grade C

7.24	Kelso Cemetery Umzinto	1 Grade D	1 Grade D
7.25	Umzinto Sports Grounds	1 Grade D	1 Grade D
7.26	Kwa Cele Hall	0	1 Grade D
7.27	Ghandinagar Hall	0	1 Grade D
7.28	Shayamoya Hall	0	1 Grade D
7.29	Nkampula Bakery	1 Grade D	1 Grade D
7.30	KwaMpondo Sports Field	0	1 Grade D
7.31	Mandalathi Community Hall	1 Grade D	1 Grade D
7.32	Fire & Disaster	1 Grade D	1 Grade D
7.33	Landfill sites	1 Grade C	1 Grade C
7.34	Mgangeni Community Hall	0	1 Grade D

7.35	Dumisa Community Hall & Skills Centre	1 Grade D	1 Grade D
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8. CLOSE PROTECTION SERVICES

Ad hoc security services such as armed guarding and close protection services for both mobile and static services. The close protection services will be requested as and when the need arises and the requirements will differ depending on each circumstance.

9. DURATION AND CONDITIONS OF THE TENDER

- 9.1 The duration of the contract will be 36 months commencing on the effective date on the Service Level Agreement.
- 9.2 The roles, responsibilities and accountability of a successful bidder stipulated in the bid specification will include close protection services. The close protection services will be provided when the need arises.
- 9.3 Beach Facilities and Sites require more guards during peak season
- 9.3 The successful bidder shall be obliged to sign a Service Level Agreement after the bid is awarded.

10. EVALUATION PROCESS & CRITERIA

10.1 PHASE 1A: RETURNABLE DOCUMENTS

(Bids will be considered invalid and will not be evaluated further if the following requirements are not met)

Bidders shall provide the following returnable documents:

- 10.1.1 Tax Pin Compliance Sheet
- 10.1.2 Company Registration Certificate (CK)
- 10.1.3 Certified ID Copies of Director/s of company
- 10.1.4 Registration on the Central Suppliers Database (CSD)
- 10.1.5 Certified BBBEE Certificate/Sworn Affidavit
- 10.1.6 Proof of Residence (Rates Statement not older than 3 months and not in arrears, Signed Lease Agreement or original Municipal Council letter for areas that do not pay rates)
- 10.1.7 Valid PSIRA company registration certificate
- 10.1.8 Valid PSIRA Registration of Managing Director (Owner of the company) as well as the Management Team (Operational Manager & Site Manager)

- 10.1.9 PSIRA Employee Listing
- 10.1.10 PSIRA Letter of Good Standing
- 10.1.11 Letter of Good Standing with Private Security Sector Provident Fund (PSSPF)
- 10.1.12 Letter of Good Standing in line with the Compensation for Occupational Injuries and Diseases Act (COIDA)
- 10.1.13 Letter of Good Standing for Medical Insurance for Security Officers – Affinity Health
- 10.1.14 Proof of Registration with National Bargaining Council for Private Security Sector (NBCPSS)
- 10.1.15 Police Clearance (SAPS 69i) of Director, Operational Manager & Site Manager/Supervisor)
- 10.1.16 Valid Public Liability insurance above R10 million
- 10.1.17 Proof of registration with South African Security Association (SASA)
- 10.1.18 ICASA Radio License or an agreement with leasing company for radios if radios are leased
- 10.1.19 Copies of vehicle registration and or lease agreements for the response vehicles
- 10.1.20 Fire Arm & Ammunition Register
- 10.1.21 Three-Year Audited Financial Statements with Audit Reports
- 10.1.22 Bank Rating Letter – Minimum Grade C
- 10.1.23 The Cost/Fee Structure must contain the pricing schedule (MBD 1 Part a) which includes the total bid prices for the stated time frame of contract.

NB: FAILURE TO SUBMIT & COMPLY WITH THE PROVISION OF ABOVE MENTIONED DOCUMENTATION WILL LEAD TO DISQUALIFICATION (Certified copies must not be older than 6 months)

10.2 COMPLIANCE WITH LABOUR AND RELATED LEGISLATION AND STANDARDS

- 10.2.1 The bidder undertakes to be compliant with all labor related legislations for the duration of the contract.
- 10.2.2 The bidder acknowledges that its non compliance with legislation and standards may potentially negatively reflect on the municipality. As the municipality cannot be seen to condone unfair labor practices. Non Compliance by the bidder shall be ground for terminating the contract.

10.3 PHASE 1B: FUNCTIONALITY ASSESSMENT/EVALUATION

- 10.3.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- 10.3.2 Bidders must, as part of their bid document, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submission and information provided.
- 10.3.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- 10.3.4 The panel will individually evaluate the responses received against the following criteria as set below
- 10.3.5 Individual value scores will be multiplied with the specified weighting criteria to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

FUNCTIONALITY

A bidder that scores less than **70 points** out of 100 as per the categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

Competency

No	Criteria	Weight	Scoring Criteria	Score & comments
1.	Company Experience The Company must provide matching Appointment & Reference Letters of similar work done. (contactable references that will be verified). The letters must address successfully completed project/s in the following sequence: Copy of appointment letter/s, description of the project, Client Name, Client Contact (i.e. Email and Office Number), Project Start Date, Project End Date and contract value. Copies of Reference Letter should be on company letterhead, signed, duration of project & contactable references	50	5- Excellent 5 or more matching Appointment & Reference Letters with project value of R20 million and above	50
			4- Very Good 4 matching Appointment & Reference Letters with project Value between R10 – R19 million	40
			3- Good 3 matching Appointment & Reference Letters with project Value between R5 – R9 million	30
			2- Average 2 matching Appointment & Reference letters with project value	20

No	Criteria	Weight	Scoring Criteria	Score & comments
			between R3 – R4 million	
			1 – Poor 1 matching Appointment & Reference letter with project value between R2 million and below	10
2.	Experience of the Operational Manager in the management of a site that renders security guarding services. (attach CV's with relevant experience) The final score will be averaged according to the CV's.	20	5- Excellent 9 or more years of Work Experience in managing a site that renders security guarding services.	20
			4- Very Good 6 to 8 years of work Experience in Managing a site that Renders security guarding services.	15
			3- Good 5 years of work experience managing a site that renders security Guarding services.	10
			2- Average Less than 2-4 years of work experience managing a site that renders security guarding services.	5
			1 –Poor 0-1 year experience in managing a company that	0

No	Criteria	Weight	Scoring Criteria	Score & comments
			renders security guarding services.	
3.	A detailed Project Plan Outlining the following aspects: - Contingency plan with time frames - Recruitment strategy - Health and Safety Plan - Implementation Plan - Training & Development Plan	30	5= Excellent: Plan presented reflecting more than 5 items and discussed in detail	30
			4= Very Good: Plan presented and discussed at least 4 items in detail	20
			3= Good: Plan presented and discussed at least 3 items in detail	10
			2= Average: Plan presented reflecting some items with little to no detail.	5
			1= Poor: No plan presented.	0
TOTAL		100		
Minimum threshold (failure to meet this threshold your bid will be disqualified)		70		

10.4 PHASE 1C: SITE INSPECTION

No.	Criteria	Weight	Scoring Criteria	Score & Comments
1.	Infrastructure Operational Office of the company and/or location of control room in Scottburgh or within a 60 km radius from Umdoni Local Municipality (Proof of ownership/lease agreement of office building must also be made available during site inspection)	40	5- Excellent Operational Office and/Control Room in Scottburgh or within 20 km radius from Umdoni Local Municipality main office in Scottburgh	40 Points
			4- Very Good Operational Office and/Control room 50 Km radius from Umdoni Local Municipality Main Office in Scottburgh	30 Points
			3- Good Operational Office and/or control room within 65 Km radius from Umdoni Local Municipality Main Office in Scottburgh	20 Points
			2- Average Operational Office and/or control room further than 65 km radius from Umdoni Local Municipality Main Office in Scottburgh	10 Points
			1-Poor No Operational Office/ Control room in place	0 Points
2.	Human Resource Management • Organogram • Recruitment & Selection Policy • Occupational Health & Safety Policy	30	5- Excellent Organogram provided and at least 4 Human resource policies mentioned	30 Points
			4- Very Good Organogram provided with more than 3 HR Policies	20 Points

No.	Criteria	Weight	Scoring Criteria	Score & Comments
	- Skills & Development Policy - Leave Policy - Disciplinary Procedures - Electronic HR Filing System in Place		mentioned and an electronic filing system in place	
			3- Good Organogram provided with at least 3 HR Policies and filing system in place to preserve information	10 Points
			2-Average Organogram provided with at least 2 HR Policies in place to address requirements	5 Points
			1-Poor No proof of HR Policies & Structure and employee information	0 Points
3	Fully Equipped Control Room	30	4- Very Good Control Room in place and fully equipped with qualified operators. Electronic monitoring systems installed to communicate with mobile resources to ensure quick turnaround times as well as all sites within 60 Km radius	20 Points
	- Base Radio/portable radios that can be able to communicate in a 60km radius - Telephones - Emails - Emergency numbers - Control Room UPS/Back UP Generator - CCTV Cameras		3-Good Control Room fully equipped with communication system and qualified operators and able to communicate within 40 Km radius	10 Points
			2-Fair Control room in place and able to communicate with multiple sites within 25Km radius	5 Points
			1-Poor	0 Points

No.	Criteria	Weight	Scoring Criteria	Score & Comments
			Control room in place but not equipped with communication system.	
	Total	100		
	Threshold	60		
Failure to meet this threshold your bid will be disqualified				

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(note to organs of state: where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: the tenderer must indicate how they claim points for each preference point system.)

1.	Ownership	100%	10	10			
2.	Reconstruction 7 Development Programme	50%	10	10			
	Specific Goal(s)	Weight	80/20 PF	90/10			
1.	Ownership Categories:						
	1. An EME or QSE which is at least 100% OWNED BY BLACK PEOPLE;	100%	10	10	Sworn-Affidavit QSA/EME		
	2. An EME or QSE which is at least 51% owned by black people;	50%	5	5	Sworn-Affidavit QSA/EME		
	3. An EME or QSE which is at 25% - 50% owned by black people;	25%	2	2	Sworn-Affidavit QSA/EME		
2.	Promotion of Local Business(s) - RDP						
	1. Enterprise Located within the Umdoni Municipality		10	10	Utilities: POR*; SAPS Affidavit		

	2. Enterprise Located within the District Municipality.		5	5	Utilities: POR*; SAPS Affidavit		
	3. Enterprise Located within the Province		2	2	Utilities: POR*; SAPS Affidavit		
3	Total		20	20		20	

NB: Please attach proof of the above.

10.11 TERMS AND CONDITIONS

10.11.1 Particular project/service will be initiated by means of written instructions to the successful bidders.

10.11.2 Umdoni Local Municipality reserves the right to screen and vet shortlisted service providers before appointment.

10.11.3 Local Municipality reserves the right to terminate the contract in the event that there is clear evidence of a breach of the agreed specifications.

10.11.4 Umdoni Local Municipality will appoint one service provider for this project.

10.11.5 Operational Office of the company and/or Location of Control Room must be in Scottburgh or within a 60km radius from Umdoni Local Municipality buildings (Cnr Bram Fischer & Williamson Street, Scottburgh, 4180) or the appointed bidder should be able to establish a control room within 7 days of appointment.

10. TIME FRAMES

Output	Period
Provision Of 24-Hour Security Guarding Services For The Umdoni Local Municipality Building, And Close Protection Services For The 36 Months.	36 Months/THREE (3 YEARS)

11. PENALTIES AND WARRANTIES

- 11.1 Umdoni Municipality reserves the right to reject work that does not meet the required standards and engage a different service provider to complete the work. Umdoni Municipality shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 11.2 Should any reference check, audit or inspection reveal that the contractor has not complied with any of the term of the previous contract, Umdoni Municipality reserves the right to object the bid

12. INSTRUCTIONS FOR THE BID

- 12.1 This Request for Bid does not constitute an offer. This intends to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 12.2 The requested information should be inserted and no changes to the layout should be made on the RFP Park.
- 12.3 Umdoni Municipality requires clear, concise and factual response. Bidders shall consult, in writing, with Umdoni Municipality official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quantity or any other information contained in this RFP.
- 12.4 Bid must be compiled in the following manner.
 - a. Clear indexing of the Bid content must be included.One (1) original proposal (marked original)
- 12.5 All Bid must be delivered sealed. The following information must appear on the outside of the sealed Bid document
 - a. Name of bidder
 - b. Description of proposal
 - c. RFP Number
 - d. Closing date and time
- 12.6 In the case of joint venture and consortium, Bids must contain.
 - a. Teaming Agreements
 - b. Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required.
- 12.7 Bid costs

The Bidder will be for all incurred in response to this request

- a. The bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the Umdoni Municipality before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- b. Bidders shall consider the Umdoni Municipality requirements.
- c. The selected bidder will be required to enter into a written agreement with the Umdoni Municipality. The Bid or any part thereof may be incorporated into and made part of such agreement. Umdoni Municipality shall not incur obligation towards the selected bidder(s) until a written contract has been signed by the duly authorised Umdoni Municipality representative and bidder(s)

13. TENDERING DETAILS

- 13.2 Contact details for administrative procurement enquires should be made to Supply Chain Management Unit via email at davidn@umdoni.gov.za

14. TENDER ADVERT: etenders portal and Rising Sun Local Newspaper

15. Tender Validity: 120 Days

16. TENDER ADVERT: 30 DAYS

17. LATE SUBMISSIONS

Bids submitted after the specified closing date and time will not be considered.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	05-2026	CLOSING DATE:	19-12-2025	CLOSING TIME:	12:00 PM
DESCRIPTION	PROPOSAL FOR THE PROVISION OF SECURITY SERVICES FOR UMDONI MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PO BOX 19					
SCOTTBURGH					
4180					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE	CONTACT PERSON	Mr S Cele – Chief Superintendent		
CONTACT PERSON	MR DAVID NYATHI	TELEPHONE NUMBER	079 309 9175		
TELEPHONE NUMBER	039 976 1202	FACSIMILE NUMBER	039 976 0017		
FACSIMILE NUMBER	039 97 0017	E-MAIL ADDRESS	sbusisoc@umdoni.gov.za		
E-MAIL ADDRESS	davidn@umdoni.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?YES / NO

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:
.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

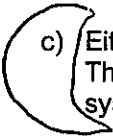
1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c)  Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

POINTS	
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

APPENDIX 3: TERMS AND CONDITIONS: GOODS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
5. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
6. The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.
10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.
11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.
12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.
13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.
14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.
15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Responsibilities of the Vendor:

1. In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on or before the due date determined in or stated in a written order issued by the Purchaser.
2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.
3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.
4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.
5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.
6. Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.
7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.

Responsibilities of the Purchaser:

1. The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information and assistance as the Vendor may reasonably require either enabling or facilitating the Vendor to comply with its obligations under this Agreement.
2. The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;
3. The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;
4. If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or co-operation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

Special Conditions of Contract:

Signed on behalf of the Purchaser:

Designation: _____

Date: _____

Signed on behalf of the Vendor:

Designation: _____

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 33. Transfer of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 34. Amendment of contracts**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35. Prohibition of restrictive practices**
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.